

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
CHILDREN FIRST FOSTER FAMILY AGENCY**

This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and Children First Foster Family Agency, (“Contractor”) for The purpose of providing the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus).

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services as listed in the Scope of Work, Exhibit C, attached hereto, and made part of this agreement.

Contractor shall submit activity reports as defined in the scope of work, including data on the number of people served.

Contractor shall ensure that all contracts between Contractor and County shall be carried out with equal priority. Contractor shall ensure that the award of this contract will not affect Contractor’s ability to perform the duties specified in the other contracts with County.

Contractor shall notify County in writing, prior to the development of any promotional, audio/visual aids, and printed materials pursuant to this contract. County shall have final approval of any of these materials. County shall be acknowledged as the funding agent, in writing on any of these materials.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall provide overall guidance regarding the operation of the THP-Plus program and shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Contractor shall invoice County at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit D, provided that the invoiced cost shall not exceed \$2,797 per participant per

month. The Maximum Compensation payable under Agreement shall not exceed \$268,512 per year. Contractor may, with County approval, reallocate funds among each of the major cost categories listed in Exhibit "D", to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit to County an itemized invoice, (See Exhibit E, attached hereto and made part of this document) for actual expenditures of the services performed during the preceding calendar month. Contractor may reproduce invoice in their own format, as long as it contains all of the same categories as Exhibit E.

County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and

shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on 7/01/17 and shall terminate 6/30/19, unless terminated in accordance with section 6 below.

7. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto.

Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the County.

10. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse

determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Contractor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Amanda Sharp, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080	Mike Logan, Director Children First Foster Family Agency PO Box 950 Red Bluff CA 96080
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	PERSON RESPONSIBLE FOR REPORTING:
Shannon Anthony, Supervising Staff Services Analyst Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 santhony@tcdss.org 530-528-4171	Mike Logan, Director Children First Foster Family Agency PO Box 950 Red Bluff CA 96080 Phone: 530-528-2938

INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR INVOICING:
Shelley Zimmerman, Deputy Director Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Phone: 530-528-4186	Mike Logan, Director Children First Foster Family Agency PO Box 950 Red Bluff CA 96080 Phone: 530-528-2938

Notice shall be deemed to be effective two days after mailing.

20. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

21. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

23. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through E, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

24. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

25. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

26. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

27. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State or Federal government representatives.

2. “Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.”
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. **CONFLICT OF INTEREST**

Contractor and Contractor’s employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

30. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) for non-minor dependents. However, should specific information regarding the County’s clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
 - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

31. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

32. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

33. **MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

34. **DUPLICATION OF SERVICES AND REFERRALS**

Contractor, Contractors' employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

**TEHAMA COUNTY DEPARTMENT
OF SOCIAL SERVICES**

Date: 5/12/17


Amanda Sharp, Director

**CHILDREN FIRST FOSTER FAMILY
AGENCY**

Date: 4.13.17.


Mike Logan, Director

102768
Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B

NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT C SCOPE OF WORK	THP-Plus
	NAME OF CONTRACT

TEHAMA COUNTY DEPT. OF SOCIAL SERVICES (TCDSS) OUTCOMES

These are the outcomes TCDSS needs achieved

1) Youth (ages 18-24) who have aged-out of foster care (or probation youth who were in out-of-home placement when they aged-out of the juvenile justice system) are assisted with housing and life skills training to prevent homelessness and promote self-sufficient adulthood.

PROGRAM OBJECTIVES

Describe the program – give a complete narrative. You have unlimited space

Contractor will administer the County’s Transitional Housing Program – Plus (THP-Plus) as outlined in the state-approved "TRANSITIONAL HOUSING PLACEMENT PROGRAM (THP-Plus) EMANCIPATED FOSTER/PROBATION YOUTH PLAN FOR IMPLEMENTATION", dated January 2009, on file with the County, and in accordance with program policies and procedures approved by the County.

The Contractor will provide emancipated foster/probation youth (ages 18-24) referred by County’s contracted ILP Program staff with housing and services designed to assist the youth in fulfilling the goals described in the youth’s THP-Plus Transitional Independent Living Plan (TILP) (utilizing the CDSS approved TILP form/format).

A participant may access THP-Plus for a maximum of 24 months. If a THP-Plus participant previously had participated in the Transitional Housing Placement Program (THPP), the combined total months of participation in both programs (THP-Plus and THPP) will not exceed 24 months.

The program may utilize one or more of the following housing models:

Scattered-site transitional model: Participants live in housing located in multiple locations in the community that are owned or leased by Contractor. THP-Plus supportive services and rental subsidies are provided for a 24-month period. The participant moves out of the rental unit at the conclusion of their program participation.

Scattered-site permanent model: Participants live in housing located in multiple locations in the community that are owned or leased by Contractor. THP-Plus supportive services and rental subsidies are provided for a 24-month period. The participant may continue to live in the rental unit at the conclusion of their program participation.

Host Family model: Participants live in a room in a family home that is leased by the Contractor. THP-Plus supportive services and rental subsidies are provided for a 24-month period. The participant moves out of the rental room at the conclusion of their program participation.

Contractor shall, to the extent practicable:

- Utilize apartments, single-family dwellings, or condominiums where participants may continue to live following emancipation.

- Afford participant the opportunity to keep their household furnishings following emancipation.
- Locate suitable and safe housing near public transportation lines, and in areas with adequate educational, vocational and employment opportunities.
- Emphasize that the THP-Plus is a “no-fail” program and the amount of time a participant may participate in the program depends upon the participant’s maturity level.
- Include the principles of the *Child Welfare League Initiative: Standards of Excellence for Transition, Independent Living, and Self-Sufficiency Services* in their program models and assist the participant in pursuing the goals identified in the TILP.

Service Components of the Program

Contractor will include the following service components in their program:

- To meet the goals on the Transitional Independent Living Plan (TILP), coordination of ILP services with Contractor’s assigned Social Worker, County staff, the County’s contracted ILP Coordinator, the Tehama County Health Services Agency - Public Health, Mental Health, & Drug & Alcohol Divisions, the County Department of Education’s Foster & Homeless Youth Services and other community and public partners as applicable to the needs of each participant and the goals of their individual TILP.
- Case management
- 24-hour crisis intervention and support which will include providing each participant with a 24-hour emergency telephone number. Contractor will offer:
 - An appropriately qualified on-call professional
 - Resource referral to TCHSA; Mental Health Division or County approved Medi-Cal provider.
 - Access to individual and group therapy. Should participants have a need for counseling, therapy, or medical treatment, they will be assisted in pursuing these services through either public or private providers who accept Medi-Cal. In any event, the Contractor will be responsible to assure that participants get to all medical appointments.
- Educational advocacy and support, including linkages to Foster Youth Services with the goal of each participant obtaining a high school diploma, GED, or High School Proficiency prior to graduation from the Program.
- Encouragement to seek college or other post-high-school training to better prepare for the future. The program will actively assist in helping participants apply for college or trade school admission, and for scholarships and grants for which they may be eligible.
- Job readiness training and support including linkages to WIA partners, and other appropriate employment resources.
- Adult mentors who will commit to following participants for a minimum of six months following graduation from the program.
- Services to build and support relationships with family and community.
- Assistance to participants, at the completion of the program, in finding or maintaining affordable housing that costs no more than 30% of the participant’s gross income if the housing model selected is transitional.
- Aftercare services including support groups and referrals to community resources.
- Any THP-Plus program funds retained by the Contractor on behalf of the participant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose

deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the participant when he/she leaves the program or earlier if permitted by the THP-Plus program guidelines, in accordance with applicable statutes and regulations.

- Outcome and evaluation continuing for 2 years following graduation from the program.
- Develop a contract with the participant that specifically sets out the requirements for each party, and in which both parties agree to the requirements of Welfare and Institutions Code §16522 et seq. The contract shall include, but not be limited to the following agreements and policies:
 - Systems for payment of ongoing expenses such as utilities, telephone, and rent.
 - An allowance to be provided to each participant adequate to purchase food and other necessities.
 - Household furnishings and a policy on disposition of the furnishings when the participant completes the program.
 - Evaluation of the participant's progress and the process or reporting this progress to the County's ILP program.
 - Linkage to job training through the Workforce Investment Act partners, and other appropriate employment resources.
 - Acknowledgement that the Contractor may not discriminate based on race, gender, sexual orientation or disability.
 - Policies regarding all of the following:
 - Education requirements
 - Work expectations
 - Savings requirements
 - Personal safety
 - Visitors
 - Emergencies
 - Medical problems
 - Disciplinary measures
 - Child care
 - Pregnancy
 - Curfew
 - Household cleanliness
 - Use of utilities and telephone
 - Budgeting
 - Care of furnishings
 - Household decorations
 - Cars
 - Lending or borrowing money
 - Unauthorized purchases
 - Dating
 - Grounds for termination from the program (i.e., illegal activities, harboring runaways)

Referral & Screening Process

County staff and County's contracted ILP Program staff will identify and screen prospective THP-PLUS participants in accordance with the state-approved "PLAN FOR IMPLEMENTATION". Staff will refer appropriate youth to Contractor in their sole discretion. Upon receiving such a referral, Contractor shall use the following process:

1. Contractor will review the application of the Participant and will require up to 3 references.
2. There will be at least one interview and preferably two with each participant.
3. Children First staff will consult with the County's ILP social worker and/or probation officer concerning the participant's strengths and needs. The plan for meeting the needs of the Participant established in the TILP will also be consulted and implemented.
4. Contractor will decide whether to accept or reject an applicant based on consultations and interviews with those people who know the participant best. All applicant rejections will be in writing and will include specific details supporting Children First's decision to reject the applicant. Contractor's admission criteria will be consistent with WIC §16522 (a) (1).

Once a Participant has been accepted into the program they will assist with the selection of housing and identifying host families or adult mentors.

Contractor shall not discriminate on the basis of race, gender, sexual orientation, or disability and shall provide a safe and adequate residence and allows participants maximum amount of independence and self-sufficiency

Other

Additionally, Contractor will:

1. Utilize strict employment criteria regarding any employee's age, drug/alcohol history and experience working with this age group.
2. Implement/maintain a training program to educate employees about characteristics of persons in this age group placed in long-term care settings, and designed to ensure these employees can adequately supervise and counsel participants and provide them with training in independent living skills.
3. Develop and maintain a detailed plan for monitoring the placement of persons under the Contractor's care
4. Provide an allowance for each participant, sufficient for purchase of food and other necessities.
5. Develop and maintain a system for payment of utilities, telephone and rent.
6. Comply with California landlord-tenant law and/or the Transitional Housing Misconduct Act.
7. Conduct criminal background checks for all Contractor employees assigned to perform services hereunder.
8. Comply with applicable federal, state, and local housing laws and fire clearance requirements.
9. Provide housing to participants that provides reasonable transportation access to schools, employment, and medical care.
10. Comply with occupancy requirements that limit the number of THP Plus participants who share a bedroom to two.
11. Comply with the requirement that the functions of property management and service provider will not be blended.

Contractor will afford THP-PLUS participants the following rights:

- THP-PLUS participants will be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency
- THP-PLUS participants have the right to be free from arbitrary or capricious rules, the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result), and the right to a grievance procedure
- THP-PLUS participants' right to confidentiality is respected. This right applies to dissemination, storage, retrieval and acquisition of identifiable information. The agency will not release information about a participant's receipt of services without a written release from the participant
- THP-PLUS participants' right to privacy is respected. Information will be requested of participants only when the information is specifically necessary for the provision of services. THP-PLUS participants will not be required to supply personal information as a condition of obtaining services without written documentation verifying the necessity of the information
- THP-PLUS participants are given a choice regarding what services to access, and the location of the services (on-site or off-site), as long as the goals of the THP-PLUS TILP are being met

MAJOR ACTIVITY SECTION

MAJOR ACTIVITY NUMBER 1

Describe the activity

Administer the THP-Plus program for former foster youth ages 18-24. The Contractor will have eight beds available for program participants. One of the eight beds will be designated for Probation foster youth. If no probation youth are participating in THP-Plus, the bed may be used by a Child Welfare foster youth.

INTENDED CLIENT OUTCOMES

What does County want to achieve?

Participants are assisted with housing and provided concrete services, including educational and vocational services, delivered in a real-life environment, in order to prepare them for a secure, productive life.

TCDSS OUTCOMES

Which of the above OUTCOME(S) does this activity support?

1) Youth (ages 18-24) who have aged-out of foster care (or probation youth who were in out-of-home placement when they aged-out of the juvenile justice system) are assisted with housing and life skills training in order to prevent homelessness and promote self-sufficient adulthood.

PERFORMANCE INDICATOR(S)

How will the parties know the outcomes were successfully achieved?

Participants will exit the program with stable housing and skills for self-sufficient adulthood as evidenced by:

- 100% of participants will have stable housing
- 80% or more will have employment or will be actively seeking employment
- 75% or more will have completed high school or the equivalent

DATA COLLECTION – ANALYSIS METHOD

What data, and how will you collect it, to support that the outcomes were successfully achieved?

1. The THP-Plus program will be evaluated by the Contractor, and in turn County, using a consistent evaluation framework outlined by CDSS. This framework will include the following outcomes to determine individual program effectiveness.
 - a. Educational attainment
 - b. Career and employment development
 - c. Vocational training
 - d. Job placement and retention
 - e. Daily living skills
 - f. Substance abuse prevention
 - g. Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
 - h. Housing and household management
 - i. Consumer and resource use
 - j. Interpersonal/social and self-development skills
 - k. Survival skills
 - l. Computer/Internet skills

2. For a minimum of two years following discharge Contractor will complete follow-up assessments and outcome evaluations every six months utilizing the same or complimentary assessment instruments. Any assessment instrument(s) selected by the Contractor will be acceptable as long as it evaluates the above CDSS identified outcomes. Contractor will offer incentives to participants to encourage their participation in post emancipation assessments and outcome evaluations. The incentive program will be developed by the Contractor. Data and reports on these assessments and evaluations will be furnished quarterly to County's contracted Independent Living Skills Coordinator.

REPORTING REQUIREMENTS

Report(s) will be submitted as follows:

1. Contractor will provide quarterly reports to County by the 15th of the month in April (Jan-Mar), July (Apr-June), October, (July-Sept), and January (Oct-Dec) These reports will include:
 - The number of youths who entered the program during the quarter.
 - The number of youths who exited the program during the quarter
 - The total of number of youths served during the quarter.
 - A summary of the effectiveness of the program and its services utilizing the CDSS framework described above in *Data Collection – Analysis Method, #1* for the population served during the quarter.
 - A summary of the effectiveness of the program and its services based on the evaluation of the follow-up assessments and outcome evaluations completed per Item #2 as described above under *Data Collection – Analysis Method* as applicable for the reporting quarter.
2. Contractor will furnish regular monthly reports on individual participants' progress and outcomes to the Tehama County Independent Living Program, as directed by County.
3. Data and reports on the follow-up assessments and outcome evaluations to be completed every six months for a minimum of two years following discharge will be furnished quarterly to County's contracted Independent Living Skills Coordinator by Contractor.
4. Tehama County DSS provides progress reports and overall program summaries to CDSS as requested. Contractor to comply with requests for data/information as necessary to complete such reports or summaries.

EXHIBIT __D__ ONE YEAR BUDGET

BUDGET START DATE: July 1, 2017
 BUDGET END DATE: June 30, 2018

Please attach a separate budget sheet for each year, or if more space is needed

VENDOR NAME Children First	PROGRAM CONTACT PERSON Janice Saelee	FISCAL CONTACT PERSON Julie Spencer
ADDRESS PO Box 950	TELEPHONE NUMBER (530) 528-2938	TELEPHONE NUMBER (530) 528-2938
CITY, STATE, ZIP Red Bluff CA 96080	EMAIL jsaelee@childrenfirstffa.com	EMAIL jspencer@childrenfirstffa.com

DIRECT COSTS:			COLUMN A	COLUMN B	COLUMN C
			(A = B + C)	FUNDING SOURCE OF COLUMN A	
SALARIES	ANNUAL SALARY	% TIME (FTE)	TOTAL BUDGET	MATCH FUNDS <i>(if needed)</i>	TCDSS FUNDS
Social Worker & Social Worker Supervisor	50,350.00		50,350.00		
BENEFITS/FRINGE					
Social Worker & Social Worker Supervisor	16,150.00		16,150.00		
TOTAL DIRECT SALARIES & BENEFITS			66,500.00		

OPERATING	QUANTITY	AMOUNT	TOTAL BUDGET	MATCH FUNDS <i>(if needed)</i>	TCDSS FUNDS
Living Allowance	96	860.00	82,560.00		
Rent Stipends	96	675.00	64,800.00		
Savings	96	125.00	12,000.00		
Misc. Participant Costs	96	122.40	11,750.40		
TOTAL DIRECT OPERATING COSTS			171,110.40		

INDIRECT COSTS:					
SALARIES	ANNUAL SALARY	% TIME (FTE)	TOTAL BUDGET	MATCH FUNDS <i>(if needed)</i>	TCDSS FUNDS
Administrative Salaries	18,073.60		18,073.60		
BENEFITS/FRINGE					
Administrative Benefits	5,760.00		5,760.00		
TOTAL INDIRECT SALARIES & BENEFITS			23,833.60		

OPERATING	QUANTITY	AMOUNT	TOTAL BUDGET	MATCH FUNDS <i>(if needed)</i>	TCDSS FUNDS
Indirect Costs		7,068.00	7,068.00		
TOTAL INDIRECT OPERATING COSTS					
TOTAL OF COMPLETE BUDGET			268,512.00	\$	\$

IF YOU ARE A "FOR PROFIT" AGENCY,
 Please Enter Amount of Profit Here \$

EXHIBIT __D__ ONE YEAR BUDGET

BUDGET START DATE: July 1, 2018
 BUDGET END DATE: June 30, 2019

Please attach a separate budget sheet for each year, or if more space is needed

VENDOR NAME Children First	PROGRAM CONTACT PERSON Janice Saelee	FISCAL CONTACT PERSON Julie Spencer
ADDRESS PO Box 950	TELEPHONE NUMBER (530) 528-2938	TELEPHONE NUMBER (530) 528-2938
CITY, STATE, ZIP Red Bluff CA 96080	EMAIL jsaelee@childrenfirstffa.com	EMAIL jspencer@childrenfirstffa.com

DIRECT COSTS:			COLUMN A	COLUMN B	COLUMN C
			(A = B + C)	FUNDING SOURCE OF COLUMN A	
SALARIES	ANNUAL SALARY	% TIME (FTE)	TOTAL BUDGET	MATCH FUNDS <i>(if needed)</i>	TCDSS FUNDS
Social Worker & Social Worker Supervisor	50,350.00		50,350.00		
BENEFITS/FRINGE					
Social Worker & Social Worker Supervisor	16,150.00		16,150.00		
TOTAL DIRECT SALARIES & BENEFITS			66,500.00		

OPERATING	QUANTITY	AMOUNT	TOTAL BUDGET	MATCH FUNDS <i>(if needed)</i>	TCDSS FUNDS
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Misc. Participant Costs	96	122.40	11,750.40		
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Administrative Benefits	5,760.00		5,760.00		
TOTAL INDIRECT SALARIES & BENEFITS			23,833.60		

OPERATING	QUANTITY	AMOUNT	TOTAL BUDGET	MATCH FUNDS <i>(if needed)</i>	TCDSS FUNDS
Indirect Costs		7,068.00	7,068.00		
TOTAL INDIRECT OPERATING COSTS					
TOTAL OF COMPLETE BUDGET			268,512.00	\$	\$

IF YOU ARE A "FOR PROFIT" AGENCY,
 Please Enter Amount of Profit Here \$

EXHIBIT E

SAMPLE BUDGET

Each line item listed on budget is also listed on invoice.

ONE YEAR BUDGET					BUDGET START DATE:	7/1/2007
					BUDGET END DATE:	6/30/2008
Please attach a separate budget sheet for each year, or if more space is needed						
VENDOR NAME		PROGRAM CONTACT PERSON		FISCAL CONTACT PERSON		
ADDRESS		TELEPHONE NUMBER		TELEPHONE NUMBER		
CITY, STATE, ZIP		FAX		FAX		
DIRECT EXPENSE ITEMS						
SALARIES	FTE	RATE	MATCH	COST	NOTES	
Position Name	1.33	12,400	(24,175)	75,117		
Crew Supervisor II	1.33	39,775		51,571		
Crew Supervisor I	0.50	28,908		14,454		
Admin Costs	0.25	62,500		15,625		
BENEFITS						
Position Name		0.33	22,232	18,593		
Crew Supervisor II	1.33		12,020	15,987		
Crew Supervisor I	0.50		8,961	4,481		
Admin Costs	0.25		17,811	4,453		
TOTAL SALARIES & BENEFITS				200,281		
OPERATING EXPENSES:		MATCH	COST	NOTES		
Rent/Utilities/Bldg			9,250			
Vehicle Expense			20,540			
Equipment Use			2,145			
Supplies			2,785			
Postage			490			
Duplicating			190			
Advertising			725			
Subscriptions/Publications			385			
Liability Insurance			1,875			
Audit Charges			1,625			
Travel/Training			1,050			
Drug Screening			1,425			
TOTAL OPERATING EXPENSES			42,485	19		
TOTAL BUDGET			242,766			

SAMPLE

SAMPLE COMBINED INVOICE AND TRACKING DOC

Invoice contains tracking of original budget amount, current expenditures and remaining balance.

For softcopy of blank budgets or blank invoices, please email sschild@tcoss.org

INVOICE		Please attach another invoice page if more space is needed Submit to TCOSS, P.O. Box 3515, Red Bluff, CA 96080			
VENDOR NAME	INVOICE NUMBER	FOR MONTH(S)/YEAR			
ADDRESS	CONTRACT NUMBER	PURPOSE OF CONTRACT			
CITY, STATE, ZIP	TELEPHONE NUMBER	FAX			
BUDGET LINE ITEM <small>Attach backup information to this form</small>	(A) CONTRACT BUDGET	(B) ACTUAL CURRENT EXPENDITURES	(C) YEAR TO DATE EXPENDITURES	(D) BALANCE (A-C-D)	
DIRECT EXPENSE ITEMS:					
SALARIES Position, Administrative Costs, Consultants, etc.					
Position Name	75,117				
Crew Supervisor II	51,571				
Crew Supervisor I	14,454				
Admin Costs	15,625				
BENEFITS					
Position Name	18,593				
Crew Supervisor II	15,987				
Crew Supervisor I	4,481				
Admin Costs	4,453				
TOTAL SALARIES & BENEFITS	200,281				
OPERATING EXPENSES: Rent, Utilities, Supplies, Equipment, Training, Materials, Postage, Travel, Audit Charges, Insurance, etc.					
Rent/Utilities/Bldg	9,250				
Vehicle Expense	20,540				
Equipment Use	2,145				
Supplies	2,785				
Postage	490				
Duplicating	190				
Advertising	725				
Subscriptions/Publications	385				
Liability Insurance	1,875				
Audit Charges	1,625				
Travel/Training	1,050				
Drug Screening	1,425				
TOTAL OPERATING EXPENSES	42,485				
CURRENT EXPENDITURES					
YEAR-TO-DATE EXPENDITURES					
TOTAL BUDGET	242,766				
TOTAL BALANCE					

SAMPLE

To the best of my knowledge, the above charges are correct and services have been provided as contracted.

Invoice # 3 6-7-06

Name/Title Date